

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 1:05-cv-00063-CDP

B&D ELECTRIC, INC., et al.,

Defendants.

B&D ELECTRIC, INC.; CARDINAL
ELECTRIC MOTOR REPAIR, INC.;
DELTA-Y ELECTRIC
COMPANY; FLANDERS ELECTRIC
MOTOR SERVICE, INC.; FLORIDA
POWER & LIGHT COMPANY;
INTERSTATE POWER AND
LIGHT COMPANY; and
T&R ELECTRIC SUPPLY CO., INC.,

Counterclaim Plaintiffs,

v.

UNITED STATES, THE UNITED
STATES DEPARTMENT OF THE AIR
FORCE, THE UNITED STATES
DEPARTMENT OF THE ARMY, and
THE UNITED STATES DEFENSE
LOGISTICS AGENCY,

Counterclaim Defendants.

CONSENT DECREE AS TO CARDINAL ELECTRIC MOTOR REPAIR, INC.

40273018



Superfund

10-1

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 107 and 113(g)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Missouri Electric Works Site in Cape Girardeau, Missouri ("the Site"). The United States also seeks a declaratory judgment of liability pursuant to Section 113(g)(2) of CERCLA, 42 U.S.C. § 9613(g)(2).

B. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

C. Site inspections and investigations were first conducted by EPA in the mid-1980s to characterize the extent of PCB contamination both within and outside the Missouri Electric Works ("MEW") facility boundary. Pursuant to an Administrative Order on Consent ("AOC") entered into with EPA in December 1988, a group of MEW customers completed a Remedial Investigation and Feasibility Study in July 1990.

D. EPA issued a Record of Decision ("ROD") in September 1990, calling for the incineration of PCB-contaminated soil. This soil remedy was modified in February 1995, by an explanation of significant differences to provide for "thermal treatment" rather than incineration. In June 1992, a consent decree entered into by the United States, state of Missouri, and 179 settling defendants was lodged with the U.S. District Court, Eastern District of Missouri. Pursuant to that decree, the settling defendants agreed to conduct a Remedial Design/Remedial Action ("RD/RA") on soils contaminated with polychlorinated biphenyls ("PCBs") and a Groundwater Design Investigation to characterize the rate and extent of contamination in the groundwater at the Site. The decree was entered by the District Court in 1994 (*United States v. Union Elec. Co.*, 863 F. Supp. 1001 (E.D. Mo. 1994)), and re-entered in 1996 (*United States v. Union Elec. Co.*, 934 F. Supp. 324 (E.D. Mo. 1996)). The Eighth Circuit upheld the re-entry of the decree in 1997, *United States v. Union Elec. Co.*, 132 F.3d 422 (8th Cir. 1997).

E. The soil remedial action began in 1999. This action involved the excavation and treatment of contaminated soil using thermal desorption technology. The soil remediation at the Site was completed in July 2000. The Groundwater Design Investigation was completed at the Site in 2005. On September 28, 2005, EPA issued a ROD for the response action involving groundwater. There are two areas of groundwater contamination at the Site; in the upland fractured bedrock and in a downgradient alluvial aquifer. For the fractured bedrock aquifer EPA selected a remedy that consists of a technical impracticability waiver, institutional controls (ICs), wellhead treatment, and

long-term monitoring. For the alluvial aquifer EPA selected an enhanced biodegradation remedy. This remedy includes ICs, wellhead treatment, the injection of biological agents into the aquifer to facilitate contaminant breakdown, and long-term monitoring.

F. Cardinal Electric Motor Repair, Inc. ("Cardinal Electric") does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

G. Cardinal Electric and other defendants filed a counterclaim against the United States alleging that, pursuant to CERCLA Section 113(f), 42 U.S.C. § 9613(f), the United States is liable to defendants for an equitable share of any costs imposed on Settling Defendants.

H. The Parties agree and this Court, by entering this Consent Decree, finds that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607, 9613(b), and 9620 and also has personal jurisdiction over Cardinal Electric. Solely for purposes of this Consent Decree and the underlying complaint, Cardinal Electric waives all objections and defenses each may have to jurisdiction of this Court or to venue in this District. Cardinal Electric consents to and shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Cardinal Electric and its heirs, successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Cardinal Electric under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

- a. "Cardinal Electric" shall mean Cardinal Electric Motor Repair, Inc.
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- c. "Consent Decree" shall mean this Consent Decree.
- d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.
- f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.
- h. "Future Response Costs" shall mean all Response Costs that the United States has incurred or will incur at or in connection with the Site after September 30, 2003.
- i. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- j. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.
- k. "Parties" shall mean the United States and Cardinal Electric.
- l. "Past Response Costs" shall mean all response costs that the United States has incurred at or in connection with the Site through September 30, 2003.
- m. "RCRA" shall mean the Solid Waste Disposal Act, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

n. "Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA has paid or will pay at or in connection with the Site, plus accrued Interest on all such costs through such date.

o. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

p. "Site" shall mean the Missouri Electric Works Inc. property, which occupies a 6.4 acre tract located at 824 South Kingshighway in Cape Girardeau, Missouri, and shall include all areas to which Waste Material released from the Missouri Electric Works ("MEW") property has migrated or come to be located. The legal description of the Site is Southwest ¼ of the Northwest ¼ of Section 12, Township 30 North, Range 13 East, in Cape Girardeau County, Missouri.

q. "State" shall mean the State of Missouri.

r. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

s. "Waste Material" shall mean (i) any "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant as defined by Section 101(33) of CERCLA, 42 U.S.C. § 9601(33), and (3) any "solid waste" as defined by Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

V. CERTIFICATION BY CARDINAL ELECTRIC

4. By signing this Consent Decree, Cardinal Electric certifies that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good-faith search for documents, and has fully and accurately disclosed to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. has and will comply fully with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

VI. PAYMENT OF RESPONSE COSTS

5. Within 30 days of entry of this Consent Decree, Cardinal Electric shall pay \$10,500 to the United States.

6. Each payment required under this Consent Decree shall be made by FedWire Electronic Funds Transfer ("EFT") to the DOJ account in accordance with current EFT procedures, referencing USAO File Number 2005V00322, the EPA Region and Site Spill ID Number 076R, and DOJ Case Number 90-11-2-614/1. Payment shall be made in accordance with instructions provided in writing to Cardinal Electric by the Financial Litigation Unit of the U.S. Attorney's Office in the Eastern District of Missouri following lodging of the Consent Decree. Any payments received by DOJ after 4:00 p.m. Eastern Time shall be credited on the next business day.

7. At the time of payment, Cardinal Electric shall send notice that payment has been made to EPA and DOJ in accordance with Section XIII (Notices and Submissions) and to the EPA Regional Financial Management Officer, Mail Code PLMG/RFMB/FMSS, EPA Region 7, 901 North 5th Street, Kansas City, Kansas 66101.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

8. If Cardinal Electric fails to make all or a portion of its payment under Paragraph 5 within 30 days of entry of this Consent Decree, Interest shall accrue on the unpaid balance through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 5 are not paid within 30 days of entry of this Consent Decree, Cardinal Electric shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number 076R, and DOJ Case Number 90-11-2-614/1, and shall be sent to:

EPA Superfund
P.O. Box 371099M
Pittsburgh, PA 15251

c. At the time of each payment pursuant to this Paragraph, Cardinal Electric shall send notice that payment has been made to EPA and DOJ in accordance

with Section XIII (Notices and Submissions) and to the EPA Regional Financial Management Officer, Mail Code PLMG/RFMB/FMSS, EPA Region 7, 901 North 5th Street, Kansas City, Kansas 66101.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Cardinal Electric of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

10. If the United States brings an action to enforce this Consent Decree, Cardinal Electric shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of Cardinal Electric's failure to comply with the requirements of this Consent Decree.

12. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Cardinal Electric from compliance with this Consent Decree.

VIII. COVENANT NOT TO SUE BY UNITED STATES

13. In consideration of the payments that Cardinal Electric will make under the terms of this Consent Decree, and except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Cardinal Electric pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607 with regard to the Site. This covenant not to sue shall take effect upon receipt by the United States of all payments required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Cardinal Electric of all its obligations under this Consent Decree. This covenant not to sue extends only to Cardinal Electric and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

14. The United States reserves, and this Consent Decree is without prejudice to, all rights against Cardinal Electric with respect to all matters not expressly included within the Covenant Not to Sue by United States in Paragraph 13. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Cardinal Electric with respect to:

a. liability for failure of Cardinal Electric to meet a requirement of this Consent Decree;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. liability, based upon Cardinal Electric's ownership or operation of the Site, or upon Cardinal Electric's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after Cardinal Electric signs this Consent Decree; and

e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

15. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to issue an administrative order or to take judicial action seeking to compel Cardinal Electric (1) to perform response actions relating to the Site or (2) to reimburse the EPA for additional costs of response if: (i) conditions at the Site, previously unknown to EPA, are discovered, or (ii) information, previously unknown to EPA, is received, in whole or in part, and these previously unknown conditions or information together with any other relevant information indicates that the response actions at the Site are not protective of human health or the environment. For the purposes of this Paragraph, the information and conditions known to EPA shall include only that information and those conditions known to EPA as of the effective date of this Consent Decree as set forth in the administrative record supporting the response actions at the Site.

X. COVENANT NOT TO SUE BY CARDINAL ELECTRIC

16. Cardinal Electric covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

17. Except as provided in Paragraph 19 and Paragraph 21, the covenants not to sue provided in Paragraph 16 shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 14 (c) - (e) or Paragraph 15, but only to the extent that Cardinal Electric's claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

18. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

19. Upon entry by the Court of this Consent Decree, the counterclaim asserted by Cardinal Electric in this action is hereby dismissed with prejudice.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

18. Except as provided in Paragraph 19, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. Except as provided in Paragraph 19, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

19. The Parties agree, and by entering this Consent Decree this Court finds, that Cardinal Electric is entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Consent Decree do not include those response costs or response actions as to which the United States has reserved its rights under this Consent Decree (except for claims for failure to comply with this Decree), in the event that the United States asserts rights against Cardinal Electric coming within the scope of such reservations.

20. Cardinal Electric agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Cardinal Electric also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ

in writing within 10 days of service of the complaint or claim upon it. In addition, Cardinal Electric shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

21. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Cardinal Electric shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by United States set forth in Section VIII.

XII. RETENTION OF RECORDS

22. Until 5 years after the entry of this Consent Decree, Cardinal Electric shall preserve and retain all non-identical copies of records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

23. After the conclusion of the document retention period in the preceding paragraph, Cardinal Electric shall notify EPA and DOJ at least 90 days prior to the destruction of any such records, and, upon request by EPA or DOJ, Cardinal Electric shall deliver any such records to EPA. Cardinal Electric may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Cardinal Electric asserts such a privilege, it shall provide the United States with the following: 1) the title of the record; 2) the date of the record; 3) the name and title of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. However, no records created or generated pursuant to the requirements of this or any other settlement with the United States shall be withheld on the grounds that they are privileged.

XIII. NOTICES AND SUBMISSIONS

24. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Cardinal Electric, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ #90-11-2-614/1)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Alex Chen
Assistant Regional Counsel
Office of Regional Counsel
US EPA Region 7
901 North 5th Street
Kansas City, Kansas 66101

and

Pauletta France Isetts
Remedial Program Manager
Missouri/Kansas Remedial Branch
Superfund Division
US EPA Region 7
901 North 5th Street
Kansas City, Kansas 66101

As to Cardinal Electric:

Jerry T. Mathys, President
Cardinal Electric Motor Repair
753 Forest Avenue
Valley Park, MO 63088

Joseph G. Nassif, Esq.
Husch & Eppenberger, LLC
190 Carondelet Plaza
Saint Louis, Missouri 63105.

XIV. RETENTION OF JURISDICTION

25. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XV. INTEGRATION

26. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XVI. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

27. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Cardinal Electric consents to the entry of this Consent Decree without further notice, and the United States reserves the right to oppose an attempt by any person to intervene in this civil action.

28. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVII. EFFECTIVE DATE

29. The effective date of this Consent Decree shall be the date of entry by this Court, following public comment pursuant to Paragraph 27.

XVIII. SIGNATORIES/SERVICE

30. Each undersigned representative of Cardinal Electric and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, or his delegate, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

31. Cardinal Electric hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Cardinal Electric in writing that it no longer supports entry of the Consent Decree.

32. Cardinal Electric shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Cardinal Electric hereby agrees to accept service in that manner and to waive the formal

service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XIX. FINAL JUDGMENT

33. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and Cardinal Electric. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Federal Rules of Civil Procedure 54 and 58.

SO ORDERED THIS ____ DAY OF _____, 2007.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree as to Cardinal Electric Motor Repair, Inc. in the matter of *United States v. B & D Electric, Inc., et al.*, Case No. 1:05-cv-00063, relating to the Missouri Electric Works Superfund Site.

FOR THE UNITED STATES OF AMERICA

Date: 27 Aug. 2007



RONALD J. TENPAS
Acting Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date: _____


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SEAN CARMAN, Trial Attorney
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Washington, D.C. 20044
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CATHERINE L. HANAWAY
United States Attorney
Eastern District of Missouri

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Assistant United States Attorney
Thomas F. Eagleton U.S. Courthouse
111 South 10th Street, 20th Floor
St. Louis, MO 63102
Telephone: (314) 539-2200

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Date: 9/10/07



CECILIA TAPIA
Director, Superfund Division
U.S. Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, Kansas 66101

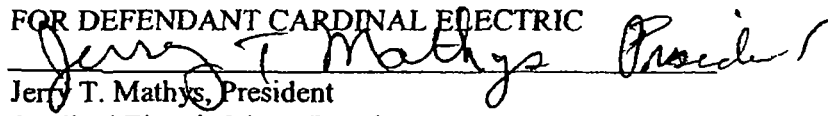
Date: _____

ALEX CHEN
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, Kansas 66101

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Date: 6-13-07

FOR DEFENDANT CARDINAL ELECTRIC


Jerry T. Mathys, President
Cardinal Electric Motor Repair
753 Forest Avenue
Valley Park, MO 63088

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Jerry T. Mathys, President
Cardinal Electric Motor Repair
753 Forest Avenue
Valley Park, MO 63088